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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 28, 2011

**Smith & Wesson Holding Corporation**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation)

**001-31552**

(Commission File Number)

**87-0543688**

(IRS Employer Identification No.)

**2100 Roosevelt Avenue**  
**Springfield, Massachusetts**

(Address of principal executive offices)

**01104**

(Zip Code)

Registrant's telephone number, including area code: **(800) 331-0852**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

As described in Item 2.03, on October 28, 2011, we and certain of our direct and indirect domestic subsidiaries entered into an amendment to our amended and restated credit agreement. The disclosure provided in Item 2.03 of this Report on Form 8-K is hereby incorporated by reference into this Item 1.01.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off- Balance Sheet Arrangement of a Registrant.**

On October 28, 2011, we and certain of our direct and indirect Domestic Subsidiaries entered into Amendment No. 1 to Amended and Restated Credit Agreement with certain lenders, TD Bank, N.A., as administrative agent, and Sovereign Bank, as syndication agent (the "Amendment"). Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement (as defined in the Amendment). The Credit Agreement was filed with the SEC on a Report of Form 8-K on December 9, 2010 and the Amendment is filed herewith as Exhibit 10.78(a).

In response to our recently announced strategy to focus our resources on our firearm business and because we do not have an active acquisition program at this time, we requested, and our lenders agreed, to amend our Credit Agreement in order to reduce our Revolving Commitment. The Amendment amended the Credit Agreement to, among other things, (i) decrease the Revolving Commitment from \$115.0 million to \$55.0 million, which will reduce the commitment fees payable under the Credit Agreement, (ii) for purposes of calculating the Consolidated Fixed Charge Coverage Ratio for certain periods, modify the definition of Capital Expenditures to exclude any expenditures resulting from moving our Rochester, New Hampshire operations into our Springfield, Massachusetts facility, and (iii) modify certain provisions regarding the procedure by which we may terminate or reduce the Revolving Commitment.

The foregoing description of the Amendment is only a summary and is qualified in its entirety by reference to the full text of the Amendment, which is attached hereto as Exhibit 10.78(a), and is hereby incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.***(a) Financial Statements of Business Acquired.*

Not applicable.

*(b) Pro Forma Financial Information.*

Not applicable.

*(c) Shell Company Transactions.*

Not applicable.

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(d) *Exhibits.*

Exhibit Number	Exhibits
10.78(a)	Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 28, 2011, among Smith & Wesson Holding Corporation, Smith & Wesson Corp., Thompson/Center Arms Company, Inc., Smith & Wesson Security Solutions, Inc., Fox Ridge Outfitters, Inc., Bear Lake Holdings, Inc., K.W. Thompson Tool Company, Inc., O.L. Development, Inc., Thompson Center Holding Corporation, and Smith & Wesson Distributing, Inc., as Borrowers, the Lender Parties named therein, TD Bank, N.A., as Administrative Agent, and Sovereign Bank, as Syndication Agent
99.1	Press release from Smith & Wesson Holding Corporation, dated November 2, 2011, entitled "Smith & Wesson Holding Corporation Initiates Reduction in Credit Facility"

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SMITH & WESSON HOLDING CORPORATION

Date: November 1, 2011

By: /s/ Jeffrey D. Buchanan  
Jeffrey D. Buchanan  
Executive Vice President, Chief Financial Officer,  
and Secretary

## EXHIBIT INDEX

- 10.78(a) Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 28, 2011, among Smith & Wesson Holding Corporation, Smith & Wesson Corp., Thompson/Center Arms Company, Inc., Smith & Wesson Security Solutions, Inc., Fox Ridge Outfitters, Inc., Bear Lake Holdings, Inc., K.W. Thompson Tool Company, Inc., O.L. Development, Inc., Thompson Center Holding Corporation, and Smith & Wesson Distributing, Inc., as Borrowers, the Lender Parties named therein, TD Bank, N.A., as Administrative Agent, and Sovereign Bank, as Syndication Agent
- 99.1 Press release from Smith & Wesson Holding Corporation, dated November 2, 2011, entitled "Smith & Wesson Holding Corporation Initiates Reduction in Credit Facility"

AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT AGREEMENT

This Amendment No. 1 to Amended and Restated Credit Agreement dated as of October 28, 2011 (this "Amendment"), is by and among SMITH & WESSON HOLDING CORPORATION, a Nevada corporation, SMITH & WESSON CORP., a Delaware corporation, THOMPSON/CENTER ARMS COMPANY, INC., a New Hampshire corporation, THOMPSON CENTER HOLDING CORPORATION, a Delaware corporation, SMITH & WESSON SECURITY SOLUTIONS, INC., a Delaware corporation, FOX RIDGE OUTFITTERS, INC., a New Hampshire corporation, K.W. THOMPSON TOOL COMPANY, INC., a New Hampshire corporation, O.L. DEVELOPMENT, INC., a New Hampshire corporation, BEAR LAKE HOLDINGS, INC., a Delaware corporation, and SMITH & WESSON DISTRIBUTING, INC., a Delaware corporation (collectively, the "Borrowers", and each a "Borrower"), TD BANK N.A., a national banking association, in its capacity as administrative agent (in said capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referenced below (collectively, the "Lenders").

RECITALS:

WHEREAS, the Borrowers, the Administrative Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of December 7, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Administrative Agent and the Lenders enter into this Amendment to, among other things, revise the definition of the Capital Expenditures to exclude certain restructuring related expenses therefrom and to provide the Borrowers with the ability to reduce the Revolving Commitment from time to time, all as more particularly set forth herein, and the Administrative Agent and the Required Lenders have agreed to do so, subject to the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference herein.
2. Definitions. Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.
3. Amendments to Credit Agreement. The parties hereto hereby agree that, effective on the Amendment Effective Date, the Credit Agreement is hereby amended as follows:
  - 3.1. Amendment to Definition of "Capital Expenditures". The definition of "Capital Expenditures" set forth in Section 1.01 of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

“Capital Expenditures” of any Person means, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a balance sheet of such Person prepared in accordance with GAAP; provided however, solely for purposes of calculating the Consolidated Fixed Charge Coverage Ratio for the Test Periods ending on October 31, 2011, January 31, 2012, April 30, 2012 and July 31, 2012 respectively, Capital Expenditures shall not include any expenditures resulting from the Borrowers’ consolidation of their Rochester, New Hampshire operations into their Springfield, Massachusetts facility in an amount not to exceed \$4,254,000 in aggregate.”

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3.2. Amendment to Section 2.10. Section 2.10 of the Credit Agreement is hereby amended by deleting clauses (c) and (d) thereof in their entirety and substituting the following new clauses (c) and (d) therefor:

“SECTION 2.10. Termination and Reduction of Commitments.

(c) The Borrower Representative may from time to time reduce the Revolving Commitment, provided that (x) each reduction of the Revolving Commitment shall be in an amount of \$10,000,000 or any whole multiple of \$1,000,000 in excess thereof, and (y) the Borrower Representative shall not reduce the Revolving Commitment if, after giving effect to any concurrent prepayment of the Revolving Loans hereunder, the Revolving Exposure would exceed the Revolving Commitment.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitment under paragraph (b) or (c) of this Section at least five (5) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitment shall be permanent.”

4. Representations and Warranties. The Borrowers, by their execution hereof, jointly and severally represent and warrant as follows:

4.1. Legal Existence; Organization. Each Borrower is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization and under the laws of each other jurisdiction in which it is qualified to do business, with all power and authority (corporate or otherwise) necessary (a) to enter into this Amendment and the documents executed in connection herewith and to perform all of its obligations hereunder and thereunder, and (b) to own its properties and carry on the business now conducted or proposed to be conducted by it.

4.2. Enforceability. Each Borrower has taken all action (corporate or otherwise) required to make the provisions of this Amendment and the documents executed in connection herewith valid and enforceable obligations of such Borrower, as they purport to be. Each Borrower has duly authorized, executed and delivered this Amendment and the documents executed in connection herewith. This Amendment and each document executed in connection herewith is the legal, valid and binding obligations of such Borrower and each is enforceable against such Borrower in accordance with its terms.

4.3. No Legal Obstacle to Agreements. Neither the execution, delivery or performance by any Borrower of this Amendment or any document executed in connection herewith nor the execution, delivery or performance by any Borrower, nor the consummation of any other transaction referred to or contemplated by this Amendment, any document executed in connection herewith, nor the fulfillment of the terms hereof or thereof, has constituted or resulted in or will constitute or result in:

4.3.1 any breach or termination of any agreement, instrument, deed or lease to which such Borrower is a party or by which such Borrower is bound, or of the charter, by-laws or other organizational documents, as applicable, of such Borrower;

4.3.2 the violation of any law, judgment, decree or governmental order, rule or regulation applicable to such Borrower;

4.3.3 the creation under any agreement, instrument, deed or lease of any Lien (other than Liens on the Collateral which secure the Obligations) upon any of the assets of such Borrower; or

4.3.4 any redemption, retirement or other repurchase obligation of such Borrower under any charter, by-law, organizational document, agreement, instrument, deed or lease to which such Borrower is a party.

Except such as have been obtained and are in full force and effect, no approval, authorization or other action by, or declaration to or filing with, any governmental or administrative authority or any other Person is required to be obtained or made by any Borrower in connection with the execution, delivery and performance by such Borrower of this Amendment or any document executed in connection herewith or the consummation of the transactions contemplated hereby or thereby or the execution, delivery and performance by such Borrower.

4.4. Defaults. No Default exists or, immediately after giving effect to this Amendment, will exist.

4.5. Incorporation of Representations and Warranties. The representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are each true and correct in all material respects on the date hereof as if originally made on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case, such representations and warranties shall be true and correct as of such earlier date, provided that all representations and warranties set forth in Article V with respect to the Schedules shall be true and correct as of the date hereof with reference to the updated Schedules delivered herewith.

5. Conditions. This Amendment shall become effective upon the date when each of the following conditions precedent have been satisfied (the "Amendment Effective Date"):

5.1. Consummation of this Amendment. The Administrative Agent shall have received this Amendment fully executed by the parties hereto.

5.2. Fees and Expenses. The Borrowers shall have paid or provided for payment of all fees and expenses of the Administrative Agent (including the reasonable fees and expenses of its legal counsel) in connection with this Amendment and the documents executed in connection herewith and the transactions contemplated herein.

6. Further Assurances. Each Borrower will, promptly upon the request of the Administrative Agent from time to time, execute, acknowledge, deliver, file and record all such instruments and notices, and take all such other action, as the Administrative Agent deems necessary or advisable to carry out the intent and purposes of this Amendment (and the attached acknowledgements and consents) and the documents executed in connection therewith.

7. No Defenses; Release. Each Borrower warrants and represents to the Administrative Agent and the Lenders that, as of the Amendment Effective Date, such Borrower has no claims, counterclaims, offsets or defenses to the Loan Documents or the Obligations, or if any such Person does have any claims, counterclaims, offsets or defenses to the Loan Documents or the Obligations as of the Amendment Effective Date, the same are hereby waived, relinquished and released in consideration of the execution and delivery of this Amendment by the Administrative Agent and the Lenders party hereto.

8. General. Except as specifically amended hereby, all of the terms and provisions of the Credit Agreement and each of the other Loan Documents (including without limitation any Collateral Documents) and all related documents, shall remain in full force and effect and are hereby ratified and confirmed. This Amendment may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties thereto and their respective successors and assigns, including as such successors and assigns, all holders of any Obligation. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or in PDF format by electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, including, but not limited to, Section 5-1401 of the New York General Obligations Law.

9. Reduction of Revolving Commitment. The Borrower Representative hereby notifies the Administrative Agent of its election to reduce the Revolving Commitment from \$115,000,000 to \$55,000,000, effective on the Amendment Effective Date, and requests that the Administrative Agent and the Lenders waive the required notice period under Section 2.10(c) of the Credit Agreement, as amended hereby. The Borrower Representative confirms and represents that, after giving effect to such reduction in the Revolving Commitment and any concurrent prepayment of the Revolving Loans under the Credit Agreement, the Revolving Exposure will not exceed the Revolving Commitment. Subject to the terms and conditions set forth herein, the Required Lenders and the Administrative Agent hereby agree to waive the required notice period under Section 2.10(c) of the Credit Agreement, as amended hereby, and agree that the reduction in the Revolving Commitment as requested by the Borrower Representative herein shall become effective on the Amendment Effective Date.

*[Signature pages follow]*

Each of the undersigned has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first above written.

Borrowers:

SMITH & WESSON HOLDING CORPORATION

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

SMITH & WESSON CORP.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

THOMPSON/CENTER ARMS COMPANY, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

SMITH & WESSON SECURITY SOLUTIONS, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

FOX RIDGE OUTFITTERS, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

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BEAR LAKE HOLDINGS, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

K.W. THOMPSON TOOL COMPANY, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

O.L. DEVELOPMENT, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

THOMPSON CENTER HOLDING COMPANY

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

SMITH & WESSON DISTRIBUTING, INC.

By: /s/ Jeffrey D. Buchanan  
Name: Jeffrey D. Buchanan  
Title: EVP, CFO, Secretary and Treasurer

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Required Lenders:

TD BANK, N.A.

By: /s/ Maria P. Goncalves

Name: Maria P. Goncalves

Title: Regional Vice President

SOVEREIGN BANK

By: /s/ John Faber

Name: John Faber

Title: Senior Vice President

BERKSHIRE BANK

By: /s/ Michael T. Mancuso

Name: Michael T. Mancuso

Title: Vice President

CHICOPEE SAVINGS BANK

By: /s/ Kathi L. Donahue

Name: Kathi L. Donahue

Title: Senior Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Dusan Lazarov

Name: Dusan Lazarov

Title: Director

By: /s/ Michael Getz

Name: Michael Getz

Title: Vice President

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Administrative Agent:

TD BANK, NA.,  
as Administrative Agent

By: /s/ Maria P. Goncalves

Name: Maria P. Goncalves

Title: Regional Vice President

**FOR IMMEDIATE RELEASE**

Liz Sharp, VP Investor Relations  
Smith & Wesson Holding Corp.  
(480) 949-9700  
[lsharp@smith-wesson.com](mailto:lsharp@smith-wesson.com)

**Smith & Wesson Holding Corporation  
Initiates Reduction in Credit Facility**

*\$55.0M Credit Facility Provides Ample Liquidity and Improved Cost Structure*

**SPRINGFIELD, Mass., November 2, 2011— Smith & Wesson Holding Corporation (NASDAQ Global Select: SWHC)** — Smith & Wesson Holding Corporation today announced that it has taken steps to reduce the size of its existing credit facility (the "Credit Agreement") with TD Bank, N.A., as administrative agent, and Sovereign Bank, as syndication agent. Amendments to the Credit Agreement, which were initiated by the Company, include a reduction in the revolving commitment from \$115.0 million to \$55.0 million.

Jeffrey D. Buchanan, Executive Vice President and Chief Financial Officer, said, "We are very pleased with the amendments to our Credit Agreement. We have reduced the cost of the facility by taking the commitment down to \$55.0 million, which is well above our recent level of borrowings. We initiated this effort with our bank because we do not have an active acquisition program at this time, and we believe that the modified borrowing capacity will provide us with adequate resources for the foreseeable future as we focus our efforts on our core firearm business. In addition, this reduction will reduce the commitment fees payable under the Credit Agreement, an action which supports our objective to reduce our overall costs."

Further details of the Credit Agreement are available in Smith & Wesson's Current Report on Form 8-K filed with the SEC on November 2, 2011.

About Smith & Wesson

Smith & Wesson Holding Corporation (NASDAQ Global Select: SWHC) is a U.S.-based, global provider of products and services for safety, security, protection, and sport. The company delivers a broad portfolio of firearms and related training to the military, law enforcement, and sports markets, and designs and constructs facility perimeter security solutions for military and commercial applications. Smith & Wesson Holding Corporation companies include Smith & Wesson Corp., the globally recognized manufacturer of quality firearms; Smith & Wesson Security Solutions, Inc., a full-service perimeter security integrator, barrier manufacturer, and installer; and Thompson/Center Arms Company, Inc., a premier designer and manufacturer of premium hunting firearms. Smith & Wesson facilities are located in Massachusetts, Maine, and Tennessee. For more information on Smith & Wesson and its companies, call (800) 331-0852 or log on to [www.smith-wesson.com](http://www.smith-wesson.com).

Safe Harbor Statement

Certain statements contained in this press release may be deemed to be forward-looking statements under federal securities laws, and we intend that such forward-looking statements be subject to the safe-harbor created thereby. Such forward-looking statements include those regarding the fact that the Company does not have an active acquisition program at this time; and the Company's belief that the modified borrowing capacity will provide it with adequate resources for the foreseeable future as it focuses its efforts on its core firearm business. We caution that these statements are qualified by important factors that could cause actual results to differ materially from those reflected by such forward-looking statements. Such factors include any change in the Company's acquisition program, the success of the Company's focus on its core firearm business, and other risks detailed from time to time in our reports filed with the SEC, including our Form 10-K Report for the fiscal year ended April 30, 2011.